

RECORDATION TRADE

04-30-2003



102434043

To The Honorable Commissioner of Patents and Trademarks

original document or copy thereof.

1. Name of conveying party(ies):

Wood-Mode, Incorporated

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other, Additional names(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Name: Wood-Mode Incorporated

Internal Address:

Street Address: One Second Street

City: Kreamer State: PA Zip: 17833

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Pennsylvania, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 15, 2001

4. Application number(s) or registration number(s):

A) Trademark Application No.(s)

B) Trademark Registration No.(s)

635,925; 646,505; 968,913; 966,048; 1,524,521; 1,639,117

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:

Stanley H. Cohen, Esq. Caesar, Rivise, Bernstein, Cohen & Pokotilow, Ltd. 12th Floor, Seven Penn Center 1635 Market Street Philadelphia, PA 19103-2212 Customer No. 03000

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41) \$ 165.00

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)

04/29/2003 01RZ1 00000196 030075 635925

DO NOT USE THIS SPACE

01 FC:0521 40.00 CH

02 FC:0522 best of knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley H. Cohen Name of Person Signing

Stanley H. Cohen Signature

April 22, 2003 Date

Total number of pages including cover sheet, attachments and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made this 15<sup>th</sup> day of September 2001 by Wood-Mode Holding Company, Inc. (hereinafter sometimes referred to as "Holding Company" or the "Surviving Corporation") on the one part and Wood-Mode, Incorporated (hereinafter sometimes referred to as "WMI") and Susquehanna Associates, Inc. (hereinafter referred to as "SA") on the other part, and both WMI and SA are sometimes hereinafter referred to as the "Merging Corporations")

### BACKGROUND

Holding Company, WMI and SA are each Pennsylvania corporations with their respective principal office located at One Second Street, Kreamer, PA 17833. WMI and SA are wholly owned subsidiaries of Holding Company

In order to effect certain administrative, managerial and financial economies and benefits, the Board of Directors and Shareholders of the parties deem it desirable for the benefit of their respective corporation and their respective shareholders that the properties, business assets and liabilities of the corporations be combined by merging WMI and SA into Holding Company, which will be the Surviving Corporation, pursuant to the laws of the Commonwealth of Pennsylvania, for the purposes of carrying out a tax-free reorganization within the meaning of the Internal Revenue Code

NOW, THEREFORE, in consideration of the foregoing and of the promises and covenants hereinafter set forth, IT IS AGREED as follows:

#### I        Merger

Upon the effective date of the merger, WMI and SA each shall merge into and become a part of Holding Company, which shall survive the merger, and the name of Holding Company shall be changed to "Wood-Mode Incorporated" and the separate existence of WMI and SA thereupon shall cease.

In accordance therewith, on the effective date of the merger, the capital stock of WMI and SA will be cancelled, and the outstanding stock certificates of WMI and SA will be surrendered for cancellation

On and after the effective date of the merger:

A        Holding Company Acquisitions. Holding Company shall, in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988 as amended, possess all the rights, privileges, immunities, powers, and franchises, as well of a public as of a private nature, of all of the parties hereto; and all property, real, personal, and mixed of every nature and description, both tangible and intangible, and all debts due on whatever account and all choses in action, and all and every other interest, claim, right,

privilege and benefit of or belonging to, owned by or due to WMI and to SA shall be taken and deemed to be transferred to, owned by and vested in Holding Company, the Surviving Corporation, without further act, instrument, document or deed including but not limited to

1 all operating assets and properties of every nature, kind, and descriptions (including cash and prepaid items owned by WMI and SA including, without limitation

(a) all machinery, equipment, tools, dies, molds, spare and replacement parts, furniture, furnishings, fixtures, office equipment and other tangible personal property, automobiles, trucks, vehicles, supplies and all property similar to the foregoing.

(b) all inventory including, without limitation, raw materials, work-in-process, finished goods, and supplies;

(c) all accounts and notes receivable, any negotiable instruments, bonds, and chattel papers and rights to receive payment due or owed.

(d) all customer and supplier lists, price lists, files, books and records, invoices, ledgers, sales orders and acknowledgements, customer files and account histories (relating to all existing and potential customers), sales literature and promotional materials, and any other data;

(e) all operating data including computer programs, computer software, data and information stored or maintained in computers, computer disks, backup data, blueprints, drawings, and technical papers.

(f) all deposits.

2 all intangible assets and properties of every nature, kind and description, including, without limitation:

(a) all rights, title, and interest in and to the name "Wood-Mode Incorporated", and any all variations and facsimiles thereof,

(b) all trademarks, service marks, logos, trade and brand names, fictitious names, copyrights and any applications therefore;

(c) all patents, patent applications, copyrights, trade secrets and processes, know-how, ideas, concepts, inventions, processes, designs, technical drawings, all other technical data, and all written or other tangible materials embodying or containing any of the foregoing and all other intellectual property of any kind.

(d) all rights to operate the business of WMI and SA as a going concern and to hire any past or present employees, and to do business with all former and present customers and suppliers.

(e) all rights and interest to and in any good will.

(f) all telephone numbers and telephone advertising listings and related agreements.

(g) all licenses, permits, approvals, and other governmental authorizations.

(h) all of the rights of WMI and SA under all contracts, arrangements, licenses, leases and other agreements, including, without limitation, any right to receive payment for products sold or services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise.

(i) all books, records, manuals and other materials (in any form or medium), including, without limitation, all records and materials, advertising matter, catalogues, price lists, correspondence, mailing lists, lists of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, intellectual property disclosures, media materials and plates, accounting records, sales order files and litigation files.

(j) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by WMI or SA;

(k) the title to and ownership of all real estate owned by or titled in the name of SA and all leases or licenses for such property; and the title to any real estate, or any interest therein, under the laws of the Commonwealth of Pennsylvania vested in any of the parties hereto shall not revert or be in any way impaired by reason of such merger

(B) Holding Company shall, in accordance with the provisions of the Pennsylvania Business Corporation Law of 1988, as amended, be responsible and liable for all the liabilities and obligations of WMI and SA in the same manner and to the same extent as if Holding Company, the Surviving Corporation, had itself incurred the same or contracted therefore, and any claim existing or action or proceeding pending by or against any of the parties hereto may be prosecuted to judgment as if such merger had not taken place or Holding Company may be substituted in WMI or SA, as the case may be. Neither

the rights of creditors nor any liens upon the property of any of the parties hereto shall be impaired by such merger, and that any such liens shall be limited to the property upon which they were liens immediately prior to the time of such merger

## II Contracts

Without limiting the foregoing, Holding Company shall assume and perform all of the promises, duties and obligations of WMI and of SA under or arising out of any contract, agreement, note, bond, lease, pension plan, employee benefit plan, and any other written obligation made, executed, entered into or adopted by WMI or by SA.

## III Employees and Representatives

All persons who were employees of WMI and of SA on the effective date of the merger automatically shall become employees of Holding Company in the same position, job, and status, and subject to and on the same terms, obligations, and conditions and with the same benefits as were in effect on the date of the merger. All sales representatives of WMI on the effective date of the merger automatically shall continue to serve as sales representatives of Holding Company in their respective same territory and on their respective same terms, conditions, and obligations as were in effect on the date of the merger

## IV Articles of Incorporation and By-Laws

The Articles of Incorporation, together with the amendments thereof, of Holding Company as they exist on the effective date of the merger, shall continue to be the Articles of Incorporation of the Surviving Corporation upon and after the effective date of the merger, until duly changed or amended. The By-Laws of WMI as they exist on the effective date of the merger, shall be and constitute the By-Laws of Holding Company on and after the effective date of the merger, until duly changed or amended.

## V Board of Directors and Officers

All the members of the Board of Directors of Holding Company on the effective date of the merger shall be and constitute the Directors of the Surviving Corporation after such date. All Officers of WMI on the effective date of the merger shall constitute and be the officers of Holding Company with the same title, position, job and responsibilities as was then in effect after the effective date of the merger. Such Directors and Officers shall hold office for the same term and upon the same terms and conditions as theretofore existed for each of them, respectively, until their successors are duly elected and qualify in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation and applicable law

XI Miscellaneous

A The parties hereto agree that they will cause to be executed any further and additional agreements, documents or instruments as may from time to time be reasonably required for the purpose of consummating or carrying out the merger contemplated by this Agreement.

B This Agreement and each of its provisions shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement cannot be assigned by either party except by or with the written consent of the other parties. Nothing herein express or implied is intended nor shall be construed to confer upon or give any person, firm, or corporation, other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement.

VII Approval of Directors and Shareholders

This Agreement has been approved and authorized by the Directors and Shareholders of holding Company, WMI and SA, and the proper Officers of each corporation shall, and they are hereby authorized and directed to perform, all such further acts, and to execute and deliver to the proper authorities for filing all documents as are necessary or proper to effectuate the merger contemplated by this Agreement.

VIII Effective Date

The effective date of this merger shall be September 29, 2001 at 12.01 a.m.

**IN WITNESS WHEREOF**, the parties hereto have respectively caused this

Agreement to be executed by their duly authorized officers and to have their corporate seals affixed, the day and year first above mentioned, intending to be legally bound hereby.

WOOD-MODE HOLDING COMPANY, INC.

BY: *R. O. Steward*  
President

ATTEST: *John L. Fann*

WOOD-MODE, INCORPORATED ("WMI")

BY: *R. O. Steward*  
Chief Executive Officer

ATTEST: *John L. Fann*

SUSQUEHANNA ASSOCIATES, INC. ("SA")

BY: *R. O. Steward*  
Vice President

ATTEST: *John L. Fann*

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

March 24, 2003

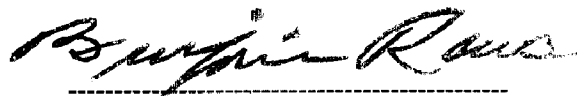
TO ALL WHOM THESE PRESENTS SHALL COME , GREETING :

**WOOD-MODE, INCORPORATED**

I, Benjamin Ramos , Acting Secretary of the Commonwealth of Pennsylvania do hereby certify that the forgoing and annexed is a true and correct photocopy of Articles of Merger

which appear of record in this department

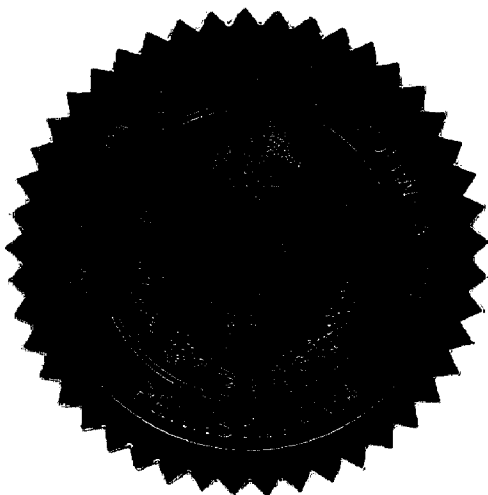
IN TESTIMONY WHEREOF , I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.



ACTING Secretary of the Commonwealth

dpos

TRADEMARK  
REEL: 002721 FRAME: 0516





200175-601

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Articles/Certificate of Merger

(15 Pa.C.S.)

Entity Number

2164280

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

Name

Ronald H. Isenberg, Esq.

Address

400 Greenwood Avenue

City

State

Zip Code

Wyncote Pa. 19095

Document will be returned to the name and address you enter to the left.

§

Fee: \$108 plus \$28 additional for each Party in additional to two

Filed in the Department of State on SEP 27 2001

*Kim Fitzgerald*

Secretary of the Commonwealth

JK

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:

WOOD MODE HOLDING COMPANY INC

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

| (a) Number and Street | City    | State | Zip   | County |
|-----------------------|---------|-------|-------|--------|
| ONE SECOND STREET     | KREAMER | PA    | 17833 | SNYDER |

| (b) Name of Commercial Registered Office Provider | County |
|---|--------|
| c/o   |        |

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

| (a) Number and Street | City | State | Zip | County |
|-----------------------|------|-------|-----|--------|
|                       |      |       |     |        |

| (b) Name of Commercial Registered Office Provider | County |
|---|--------|
| c/o   |        |


The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

| Number and Street | City | State | Zip |
|-------------------|------|-------|-----|
|                   |      |       |     |



IN TESTIMONY WHEREOF, the undersigned corporations have caused these Articles/ Certificate of Merger to be signed by a duly authorized officer this 25<sup>th</sup> day of September, 2001

Wood-Mode Holding Company, Inc.

By:   
President

Wood-Mode, Incorporated

By:   
Chief Executive Officer

Susquehanna Associates, Inc.

By:   
Vice President